



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

IN

ALPINE, AMADOR, BUTTE, COLUSA, FRESNO, GLENN,
HUMBOLDT, KERN, KINGS, LAKE, LASSEN, MADERA,
MARIPOSA, MENODCINO, MERCED, SAN FRANCISCO, SAN
JOAQUIN, SAN MATEO, SANTA CLARA, SHASTA, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TULARE, AND TUOLUMNE
COUNTIES

**AGREEMENT
BETWEEN
ASPLUNDH TREE EXPERT CO.**

**and
LOCAL UNION 1245
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO**

RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

TERM: January 1, 2002 - JANUARY 1, 2005

This Agreement made and entered into this first (1st) day of January 2002 by and between Asplundh Tree Expert Co., hereinafter referred to as "Company" and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as "Union".

WITNESSETH THAT:

WHEREAS, the parties hereto desire to cooperate in establishing fair and equitable wages, hours and working conditions for the employees hereafter designated, to facilitate the peaceful adjustment of differences that may from time to time arise between them and to promote harmony and efficiency to the end that Company, Union and other interested parties may benefit therefrom.

NOW, THEREFORE, the parties hereto do agree as follows:

**ARTICLE I
RECOGNITION**

- 1.1 For the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, the Company recognizes the Union as the exclusive representative of all employees of the Employer regularly employed in California performing line clearance tree trimming and vegetation control on the property of Pacific Gas and Electric Company, the Sacramento Municipal Utility District, and the City of Palo Alto, but excluding office clerical employees, guards and supervisors as defined in the Act for whom the National Labor Relations Board certified the Union as such representative in Case No. 20-RC-6609.
- 1.2 The Company is engaged in rendering service to a public utility which renders services to the public, and the Union and the Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.
- 1.3 The duties performed by employees of the Company as part of their employment pertain to and are essential in operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement, the Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for the Company, and the Company shall not cause any lockout.
- 1.4 Employees who are members of the Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of the Company and its service to the public.
- 1.5 The Company and the Union support the principles of collective bargaining and self-organization and further, shall cooperate in promoting and advancing the mutual welfare of all concerned and in preserving the continuity of service to the public at all times.
- 1.6 The Company maintains certain reasonable policies and practices by necessity, since all employment is based on successful execution of customer contracts which specify high standards of workmanship, conduct, productivity and safety. Violations of such policies and standards by employees, which shall be cause for disciplinary action or discharge, are (a) failure to observe safety rules, (b) dishonesty, (c) repeated tardiness, (d) unexcused absence, (e)

workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed (8) hours.

- (a) It is intended that when such cases occur, employees who did not work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so.

ARTICLE V EXPENSES

5.1 If Company requires an employee to work two (2) hours beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefor. On a four-day ten-hour schedule, employee will be granted a meal after one (1) hour of overtime. Company may prearrange employees with 4/10 schedules for ten-hour shifts on non-workdays without making meal payments. Employees provide their own first meal on prearranged shifts. Company is required to provide all meals or payments in lieu on emergency call-out shifts.

- (a) If Company requires an employee to perform emergency work on days starting two (2) hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall be paid a meal allowance of twelve dollars (\$12.00) for the first meal and a meal allowance of twelve dollars (\$12.00) for every five (5) hours worked thereafter.

5.2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed seventeen dollars (\$17.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. Company agrees to aggressively pursue compensation from their client utility for employee lodging and meal expenses when the Company locates employees beyond a reasonably commutable distance from their regular headquarters.

- (a) Employees assigned temporary work shall be paid an expense allowance for the following:
 - (1) Each scheduled day he works in his basic work week or is prevented from performing such scheduled work by inclement weather conditions;
 - (2) each day he reports for prearranged work on a non-workday; and
 - (3) holidays which fall on a workday in his basic work week.
- (b) Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

- (c) For temporary assignment to another headquarters, the following sequence will be observed:

- (1) The most senior volunteers in appropriate classifications.
- (2) The least senior individuals in the appropriate classifications.
- (3) Individuals relocated to another temporary headquarters will not be moved again until all other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive work days for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than fifteen days.)

5.3 In other than emergency situations, the Company shall give at least forty-eight (48) hours notice to an employee who is to be sent out-of-town for temporary work, in order that the employee may have time to prepare for the trip.

5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.

5.5 Employees who are requested by the Company to use their personal automobiles for Company's convenience shall be reimbursed therefore at the appropriate rate as determined by the IRS for the mileage reimbursement.

ARTICLE VI SENIORITY

6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (1) an employee is discharged for cause; (2) except as otherwise modified by Section 10.1(a)(3), an employee voluntarily terminates employment or voluntarily takes a layoff; (3) an employee has been laid off for more than six (6) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7.6.

- (a) New employees within the bargaining unit will be probationary employees until they have been employed and actually worked within the bargaining unit for six (6) months (1040 hours) within any consecutive twelve (12) month period, and their seniority shall be adjusted accordingly. When employees complete their six (6) months probationary period, their seniority date will be adjusted by moving their seniority date back six (6) months from the completion date. During the probationary period, Company may demote, lay off, discipline or terminate such employee and such action shall not be subject to the grievance procedure.
- (b) Any employee entering the Apprentice Climber classification with one (1) year or less of seniority will be subject to a six (6) month classification probationary period. Company may demote, layoff or terminate such employee and such action will not be subject to the grievance procedure.